Public Produce Rates

Effective:	6/1/2023
Expire:	6/30/2023
	Rates subject to review and selective increases
Rate Authority:	UPLO 34004.1
Quote Version:	Version B
Rates Include:	Rail, Fuel Surcharge (FSC), Destination Transload. & Truckload Delivered
Commodity:	Potatoes and Onions
STCC:	01195: 01313: 01318
Rate Provisions:	Hand-unloaded at destination with full truckload delivery /truck detention charges may apply Rate assumes each truck load can hold up to 840 bags Any product over 4 truck loads will be subject to the "Accessorial Truck Rate" to be paid at a per truck basis Palletized. Loading of Trucks. Pallet Exchange Program **Accessorial rates to vary by location and are outlined in the "Accessorial Rate Sheet"** *** Disposal of spoiled or damaged product and any cleanup associated with it will be charged back to customer** Loup TBOL System must be used These rates supercede all previous rate quotes **Additional warehouse storage fees over 48 hours may apply**
Disclaimer:	In line with the Food Safety Modernization Act, the Sanitary Food Transportation Act and regulations promulgated under these Acts, customer must submit, in writing, any specific handling, storage and/or transportation requirements, to ensure that cargo is handled, stored, and transported in a safe, proper, and damage-free manner. Such requirements are not agreed to by Loup unless Loup confirms its agreement in writing.

Eastern ID

Delivered Truckload	POTATO Rate	POTATO Rate/Bag	ONION Rate	ONION Rate/Bag	Accessorial Truck Rate	Routing
Chelsea/Boston MA via Guilderland Center	$23,450	$6.98	$23,950	$7.13	$1,550	UP-CHGO-CSXT
Hatfield, MA via Guilderland Center	$22,450	$6.68	$22,950	$6.83	$1,450	UP-CHGO-CSXT
Bronx, Queens/Brooklyn, NY via Guilderland Center	$22,850	$6.80	$23,350	$6.95	$1,800	UP-CHGO-CSXT
Newark/Elizabeth, NJ via Guilderland Center	$23,350	$6.92	$23,750	$7.07	$1,700	UP-CHGO-CSXT
Hartford, CT via Guilderland Center	$23,250	$6.92	$25,250	$7.51	$1,500	UP-CHGO-CSXT
Bayonne, NJ via Budd Lake	$18,750	$5.58	NA	NA	$600	UP-CHGO-NS
Philadelpia, PA via Bud Lake	$19,650	$5.85	NA	NA	$825	UP-CHGO-NS
Miami, FL via Medley	$22,895	$6.81	$23,239	$6.92	$775	UP-MEMPH-NS-JACVL-FEC
Pompano Beach, FL via Medley	$23,887	$7.11	$24,231	$7.21	$800	UP-MEMPH-NS-JACVL-FEC
Plant City, FL via via Medley	$25,275	$7.52	$25,619	$7.62	$1,250	UP-ESTL-CSXT
Orlando, FL via via Medley	$25,275	$7.52	$25,619	$7.62	$1,367	UP-ESTL-CSXT
Aberdeen, American Falls, Bancroft, Blackfoot, Collins, Cotton, Hammer, Idaho Falls, McMillan, Mindoka, Menan, Paul, Pingree, Rexburg, Rigby, Rupert, Twin Falls, Sugar City, & Wada						

Western ID / Eastern OR

Delivered Truckload	POTATO Rate	POTATO Rate/Bag	ONION Rate	ONION Rate/Bag	Accessorial Truck Rate	Routing
Chelsea/Boston MA via Guilderland Center	$24,950	$7.43	$25,450	$7.57	$1,550	UP-CHGO-CSXT
Hatfield, MA via Guilderland Center	$23,950	$7.13	$24,450	$7.28	$1,450	UP-CHGO-CSXT
Bronx, Queens/Brooklyn, NY via Guilderland Center	$24,350	$7.25	$24,850	$7.40	$1,800	UP-CHGO-CSXT
Newark/Elizabeth, NJ via Guilderland Center	$24,750	$7.37	$25,250	$7.51	$1,700	UP-CHGO-CSXT
Hartford, CT via Guilderland Center	$24,750	$7.37	$25,850	$7.69	$1,500	UP-CHGO-CSXT
Bayonne, NJ via Budd Lake	$20,250	$6.03	NA	NA	$600	UP-CHGO-NS
Philadelpia, PA via Bud Lake	$21,150	$6.29	NA	NA	$825	UP-CHGO-NS
Miami, FL via Medley	$24,395	$7.26	$24,739	$7.36	$775	UP-MEMPH-NS-JACVL-FEC
Pompano Beach, FL via Medley	$25,387	$7.56	$25,731	$7.66	$800	UP-MEMPH-NS-JACVL-FEC
Plant City, FL via Winter Haven	$26,775	$7.97	$27,119	$8.07	$1,250	UP-ESTL-CSXT
Orlando, FL via Winter Haven	$26,775	$7.97	$27,119	$8.07	$1,367	UP-ESTL-CSXT
Feltham, Notus, Nampa, Nyssa, Ontario, Parma, Payette, Weiser, & Wilder						

***** Loup does not offer destination trucking services in the following markets - Cleveland, Dallas, Houston *****

For new opportunities in the marketplace, please contact your Loup Sales Manager, **Trevette Fisher, at tmbrown@up.com or 636-208-1141**
For pricing requests, please contact your Loup Marketing Manager, Eric David, at **ewdavid1@up.com** or **402-544-2942**

This rate document replaces all previous rate quote VERSIONS

1. Services: Loup Logistics Company ("Loup") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed to by Loup otherwise, the Services performed by Loup under this Rate Offer are limited to arranging, but not actually performing, transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loup does not control the manner in which any service provider engaged by Loup to perform Services performs its services. Loup does not guarantee availability of rail service or equipment. These Rate Terms are subject to the terms and conditions set forth in the circulars located at http://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.louplogistics.com/resource-center/claims.html.

2. Rate and Charges: Rates include only the Services expressly agreed to by Loup. All rates are subject to a fuel surcharge calculated monthly. Customer agrees that the rates do not include the cost of dunnage material or the cost of split loads. Customer acknowledges that rates are subject to change at any time. Customer must establish credit with Loup prior to any Shipment. Rates do not apply to dimensional Shipments (i.e. shipments with one or more of the following: width greater than 11' (including protrusions), height greater than 17' above the top of the rail or loads that overhang the end of the rail car. Such dimensional Shipments must be pre-approved by the Union Pacific Clearance Team.

3. Payment Terms: Payment terms are 15 days from the date of invoice. Rates are in US dollars and Customer shall pay Loup in US dollars in accordance with the credit and collection terms set forth in Uniform Freight Classification 6000-series, Rule 62, as amended. Customer must deliver to Loup any documentation necessary for Loup to issue accurate invoices within 15 days prior to the first shipment. If such documentation is not provided prior to such 15 day period, then any inaccurate invoices issued due to the failure to receive such information will not be updated. Customer must present any claim for overcharges or undercharges within one (1) year from the date of the Shipment's waybill. Customer must commence any court proceeding to collect an overcharge or an undercharge within six (6) months of the date of written declination of a timely filed claim.

4. Term: Loup reserves the right to terminate these Rate Terms, in whole or in part, by giving Customer not less than 15 days' notice of such termination. Termination of these Rate Terms, or any portion thereof, for any reason shall not release Customer from any obligations it may have accrued prior to such termination.

5. Shipping: Customer shall provide Loup with complete and accurate shipping instructions that accurately identify the cargo, applicable STCC, origin, destination, and equipment identification number in the bill of lading (or other written instructions). Customer agrees that Loup shall rely upon such shipping instructions and the items identified therein and that Loup has no obligation to review the accuracy of such instructions. The documentation shall also provide that all rail freight charges be sent to: Loup, 1400 Douglas St Stop1230; Omaha, NE 68179.

6. Customer Obligations: Customer shall, and shall ensure its designated motor carriers, comply with all applicable laws, rules and regulations, including, without limitation, with respect to required permits. Customer shall cause its designated motor carriers to provide proof of any required permit upon Loup's request. Customer shall comply with all loading, bracing and blocking requirements set forth in the applicable American Association of Railroad publication (as such requirements are approved by Union Pacific Shipment Quality prior to any Shipment).

7. Accessorial Services: To the extent such provisions are not contradictory, these Rate Terms and any accessorial services performed with respect to these Rate Terms are governed by Union Pacific Railroad Company's ("Railroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereto.

8. Confidentiality: These Rate Terms are confidential, and no party may disclose any of these Rate Terms to any non-party without the prior written consent of the other party except as required by law or to a corporate parent or subsidiary.

9. Miscellaneous: These Rate Terms replace and supersede all prior rate quotes (or similar documents) with respect to the Services. If the operation of any part of these Rate Terms result in a violation of any law, such part shall be severed, and the remaining provisions of these Rate Terms shall continue in full force and effect. To the extent not governed by federal law, these Rate Terms are governed by and construed in accordance with the laws of the State of Nebraska.

ANY SHIPMENT BY CUSTOMER UNDER THESE RATE TERMS CONSTITUTES ACCEPTANCE BY CUSTOMER OF THESE RATE TERMS.

Acceptance of Quote

BY SIGNING BELOW , CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Acknowledged and Agreed:

Customer Name: _____

Printed Name: _____

Title: _____

Date: _____

Please sign and return via e-mail or fax to Primary Contact Listed Below:

ATTN: Loup Logistics Carload Solutions Marketing